

**CONTRACT BETWEEN THE TREASURER
OF THE CITY OF ST. LOUIS, MISSOURI,
IN HIS CAPACITY AS SUPERVISOR OF PARKING METERS,**

AND

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

To Provide Meter and Other On-Street Parking Management Services

January 1, 2012

TABLE OF CONTENTS

Article I. Contract Scope and Duration	1
1.1. Engagement.....	1
1.2. Meter and Other On-Street Parking Management Services.....	1
1.3. Operating Manual	4
1.4. Contract Duration	4
1.5. Contract Termination Because of Default	4
1.6. Contract Termination Without Cause	6
1.7. Effect of Termination and Expiration	6
1.8. Contract Amendments	7
1.9. Dispute Resolution.....	8
1.10. Contract Administration and Monitoring	8
Article II. Contractor Assurances and Obligations	9
2.1. Services	9
2.2. Patents and Trademarks.....	9
2.3. Product and Workmanship Standards.....	9
2.4. Performance Bond.....	10
2.5. Insurance	10
2.6. Indemnification.....	11
2.7. Annual Performance Report	12
Article III. Compensation and Other Fiscal Issues.....	13
3.1. Management Service Fees.....	13
3.2. Other Service Fees	14
3.3. Payment Process and Schedule	14
3.4. Annual Appropriation	14
3.5. Performance Credits	14
Article IV. Other Contract Provisions	15
4.1. Minority/Women Business Enterprise (MBE/WBE) Participation.....	15
4.2. Nondiscrimination and Other Laws	16
4.3. Work Products and Dissemination of Information.....	17
4.4. Proprietary and Confidentiality Issues	17
4.5. Miscellaneous Terms.....	18

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To Provide Meter and Other On-Street Parking Management Services

This Contract (as presently executed and as hereafter modified, amended or restated is hereinafter called the "Contract"), is between the Treasurer of The City of St. Louis, Missouri, in his capacity as Supervisor of Parking Meters (the "Supervisor"), the Parking Commission of the City of St. Louis (the "Parking Commission"), and Professional Account Management, LLC, a subsidiary of Duncan Solutions, Inc., and a Wisconsin limited liability company registered and authorized to do business in the State of Missouri (the "Contractor"), effective as of January 1, 2012 (the "Effective Date").

WITNESSETH

1. The Supervisor is responsible for the enforcement of parking regulations on public streets in The City of St. Louis, Missouri (the "City") and provides other parking programs and services.

2. The City previously engaged Citation Management, a division of Contractor to supply meter and other on-street parking management services pursuant to a Contract dated as of October, 2004, as amended by Task Order No. 1 dated March 26, 2009 and a First Amendment dated April 6, 2009 (collectively, the "Previous Contract"), which will expire December 31, 2011.

3. The Supervisor wishes to continue to obtain the management services that were being provided under the Previous Contract.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree to as follows:

Article I. Contract Scope and Duration

1.1. Engagement

The Supervisor hereby engages the Contractor, and the Contractor hereby agrees, to supply the services described below (the "Services").

1.2. Meter and Other On-Street Parking Management Services

(a) Meter Services. The Contractor shall deliver a full array of meter management services, including but not limited to parking meter installation, maintenance, repair and removal. Additionally, the Contractor shall collect all money from the meters and shall audit, safeguard, record, transport, deposit (with the Supervisor's security provider), account for and report all meter revenues per the Supervisor's specifications (e.g., method, frequency, routes and account) and, during collections, audit all meters, empty every canister and immediately report all broken, missing, defaced meters and all other meter faults and outages to the Contractor's central dispatch unit, repair

the meters, and maintain an accurate inventory of existing meters, meter vaults, collection routes, key controls, lock and key sets and other meter peripherals and other assets.

These services will be provided for the Parking Division's entire inventory of parking meters, initially estimated to include at least 9,500 single-space meters and 6 multi-space meters, which number is expected to increase. The Contractor shall be responsible for the day-to-day management and operation of all such parking meters and will have control of the meter inventory and, as needed, will re-key meter vaults, revamp collection routes and upgrade lock and key sets. The Contractor shall provide the Supervisor with regular performance reports in a format, frequency and manner specified by the Supervisor.

(b) Other On-Street Parking Management Services. The Contractor shall supervise a full array of public on-street non-metered parking programs, including residential, commercial, special event, validation and valet parking permit programs. To the extent any of the above listed services are not included in the Management Service Fee as detailed in Section 3.1: a Contract Amendment executed in accordance with Section 1.8 will be required prior to the provision of services. The Contractor shall operate a central dispatch function to expedite communications and responses among field technicians, supervisors and the office, coordinate field activities and deploy resources, and supervise the booting program to the extent authorized by the Supervisor.

(c) The Booting Program. The Contractor shall carry out the Supervisor's booting program. So that the Contractor's personnel are fully informed as to the vehicles that should be booted, the Contractor shall make the scofflaw list (a "hot list") available to the booting crews electronically in real time following receipt of the original hot list in electronic format from Supervisor or his designee. The Contractor shall provide technology to support the Supervisor's vehicle immobilization program, which technology shall include at least four mobile digital terminals (MDTs) for booting and other parking enforcement personnel. The booting support technology shall be integrated with the parking violation management system to ensure that any relevant transactions, payments and other case dispositions update booting lists accurately and immediately. The Contractor will provide all hardware, software, and communication components necessary to implement and maintain the software application that supports MDT functionality. The MDT system will reduce reliance on paper report driven functions and make information immediately available to boot crews in the field and will expedite response time to specific boot issues. The Contractor assumes responsibility for the maintenance of software, hardware, and communications equipment. The booting program shall comply with the Supervisor's detailed rules and regulations. The Supervisor shall make these rules and regulations available to the Contractor and shall promptly notify the Contractor of any change in such rules and regulations. The Contractor shall ensure that its personnel engaged in booting activities have up-to-date knowledge of the rules and regulations and are fully trained in booting techniques in order to avoid damaging booted vehicles.

(d) Management. The Contractor shall designate an Operations Manager who will be available on-site at a location approved by the Supervisor during normal business hours to manage all services, supervise all employees and subcontractors, resolve disputes and serve as liaison to the Supervisor.

(e) Staffing. The Contractor shall provide an adequate number of qualified staff and non-personnel resources to perform the Services, satisfy actual or projected service demands, and fulfill the requirements of this Contract. All employees and subcontractors of the Contractor shall possess the requisite skills and capabilities. The Contractor shall employ personnel and subcontractors approved

by the Supervisor; provided, however, that the Supervisor shall have no approval power with respect to personnel employed by any subcontractor regardless of any provision to the contrary in any subcontract. The Contractor shall provide all employees with adequate training in relevant laws, policies, procedures, technologies and customer service techniques.

(f) Office Space and Motor Vehicles. The Contractor shall procure an office and warehouse space adequate, in its sole determination to carry out the requirements set forth in this Contract. The Supervisor shall also continue to provide the City-owned motor vehicles presently assigned to the Supervisor and utilized by the Contractor under the Previous Contract, but the Contractor shall pay all operating costs (gas, oil, maintenance, repairs and insurance). As such vehicles are retired from service, the Contractor shall provide replacement vehicles at its own cost. Any such vehicles owned by the City and not retired from service at the time of expiration or termination of this Contract shall be returned to the Supervisor

(g) Other Equipment. The Contractor shall provide all equipment and other resources (except as provided in paragraph (f) above) required to meet the terms and conditions of this Agreement, including those specified in the Operating Manual described below. The Contractor shall maintain adequate spare meter equipment and meter replacement parts on site to minimize service disruptions and ensure fast repair. The Supervisor shall procure and maintain an adequate spare boot inventory to minimize service disruptions.

(h) Performance Targets. The Contractor shall meet the following performance targets except when an adjustment to the performance target calculation is required due to any acts arising that are beyond the control of the Contractor that prohibit the Contractor from meeting the stated performance targets:

(i) Maintain for each calendar quarter a variance between meter records and actual amounts collected of 2.0% or less.

(ii) Except as otherwise provided in the Operating Manual, collect all moneys from every parking meter at least once every two calendar weeks or at such other interval as may be stated from time to time in the Operating Manual, it being understood and agreed that the parties will periodically reexamine the collection and meter inspection process in order to assure accurate and efficient collection and minimize meter downtime.

(iii) Maintain meter average repair time from notification of less than 12 hours for Zones 1, 2, 3 and 5 and less than 24 hours for all other Zones.

(iv) Continuous submittal of updated documents, including rate structure, organization chart, staffing plan, meter and non-metered space inventory, business rules, management reports and public information program (e.g., parking map, brochure, signage and website).

If the Contractor fails to meet any of such performance targets the Supervisor shall receive the applicable credit specified below:

(I) All single space parking meters must be collected as specified in the Operating Manual. The Parking Division will receive credit equal to the average monthly audit amount for the meter not collected for the number of

days over the stated collection period up to a maximum penalty of \$10.00 per meter but not less than \$2.00 per meter.

- (II) If the number of properly applied boots in any fiscal year (July 1st to June 30th) is less than 3,650, the Parking Division will receive a billing credit of \$50.00 for each boot short of 3,650. Prior to the application of any billing credits the Supervisor will provide documentation that it has maintained current ticket issuance levels and the current scofflaw list is up-to-date and at a level consistent with historical levels.
- (III) If the variance between meter records and actual amounts collected exceeds 2.0% in any calendar quarter of the fiscal year, the Parking Division will be given a credit, to the extent a negative variance exists, for the difference between actual collection deposits and the meter reports.
- (IV) If the actual collections (deposits) are less than the meter reports and the Contractor is unable to justify the difference, the Parking Division will receive a credit for the difference.

1.3. Operating Manual

The parties have prepared an Operating Manual in which other information concerning the Services will be published. The material filed in the Operating Manual, as the same may be in effect from time to time, is incorporated into this Contract by this reference, and both parties agree to be bound by such material. Any change to such material must be agreed to by both parties. The Contractor agrees to provide all the above Services in accordance with the specific requirements for these Services described in the Operating Manual as well as in accordance with the terms and conditions stated above.

1.4. Contract Duration

This Contract is a restatement and extension of the Previous Contract (originally between the City and Citation Management, Inc., a wholly-owned subsidiary of the Contractor) and shall become effective at 12:01 A.M., C.S.T. on January 1, 2012 and terminate at 12:00 P.M., C.S.T., on December 31, 2021 (the "Initial Term"), unless sooner terminated for reasons specified herein. Subject to annual appropriation, and with the approval of the Parking Commission, the Supervisor may extend the Contract for one additional term of five (5) years by written notice to the Contractor given at least ninety (90) days prior to the end of the Initial Term.

1.5. Contract Termination Because of Default

Any one or more of the following events shall constitute a "Default":

- (a) The Contractor's repeated failure to meet agreed performance standards established from time to time and published in the Operating Manual;
- (b) The Contractor's failure in any material way to carry out any of its commitments under this Contract;

(c) Any ruling, judgment, penalty, order or other directive issued by a court, agency or other entity could, in the Supervisor's determination, materially and adversely affect the ability of the Contractor to meet its obligations under this Contract;

(d) The sale, lease, transfer (excluding transfers within the Professional Account Management, LLC corporate group) or other material change in or of the Contractor's enterprise unless approved by the Supervisor within ninety (90) days after such event;

(e) Any material change by the Contractor in its methods for providing services hereunder without the Supervisor's prior written approval;

(f) The Contractor's failure to meet its obligations to any subcontractor, vendor or other entity providing goods or services in connection with this Contract within thirty (30) days of the due date thereof;

(g) The Contractor's failure to notify the Supervisor in a timely fashion of any decision, event or other change in circumstances that the Supervisor believes could adversely affect the Contractor's ability to satisfy its obligations under this Contract as soon as such decision, event or change occurs or the Contractor becomes aware that it is likely to occur;

(h) The entry of a decree or order by a court having jurisdiction adjudging the Contractor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Contractor under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Contractor or any substantial part of the Contractor's property or ordering the winding up or liquidation of its affairs, and such decree or order unstayed and in effect for a period of 90 consecutive days; or the commencement by the Contractor of a voluntary case, or the institution by the Contractor of proceedings to be adjudicated bankrupt or insolvent, or the consent to the institution of bankruptcy or insolvency proceedings against it, or the filing by the Contractor of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by the Contractor to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Contractor or any substantial part of its property, or the making by the Contractor of an assignment for the benefit of creditors, or its admission in writing of its inability or its failure to pay its debts generally as they become due; or

(i) The Supervisor's breach of any of its obligations to the Contractor under this Contract.

Upon the occurrence of a Default, the non-defaulting party shall give written notice to the defaulting party describing the Default. The defaulting party shall then have thirty (30) days (five (5) days in the case of a payment default) in which to cure such Default. If the defaulting party remains in default at the end of such period, the non-defaulting party may terminate this Contract without further liability to the non-defaulting party, and in the event of Contractor's failure to cure a default, the Supervisor may withhold payments to the Contractor and take such other corrective action as the Supervisor deems necessary to ensure the continuous provision of services under this Contract. Nothing contained herein shall prevent the Supervisor from pursuing any other available remedy against the Contractor, including claims for damages.

It is agreed that the Supervisor's failure to insist upon strict performance of any provision of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

1.6. Contract Termination Without Cause

The Supervisor may terminate this Contract without cause upon giving the Contractor at least ninety (90) days advance written notice, and the Contractor may terminate this Contract without cause upon giving the Supervisor at least six (6) months advance written notice.

1.7. Effect of Termination and Expiration

(a) Upon expiration or termination of this Contract for any reason not dealt with in subsections (b) and (c) below, the Supervisor shall pay the Contractor the unpaid amounts due for products previously delivered and accepted and work satisfactorily completed in accordance with the terms and conditions of this Contract prior to the expiration or termination date and shall have no further or additional obligation to the Contractor whatsoever.

(b) If the Supervisor terminates this Contract without cause, or if the Contractor terminates the Contract for default, the parties shall negotiate an equitable termination settlement to be paid to the Contractor which will include reasonable wind down expenses. Under no circumstances will the Supervisor have any obligation to pay damages if the Contractor terminates this Contract. The Contractor must submit to the Supervisor invoices and supporting documentation that clearly indicate the nature and amount of negotiated wind down expenses; provided, however, that except for amounts payable under paragraph (e) below, such expenses shall in any event be limited to two times the monthly fee specified in this Contract..

(c) If the Contractor terminates this Contract without cause, the Supervisor shall pay the Contractor the amounts due for work satisfactorily completed in accordance with the terms and conditions of this Contract prior to the termination date and shall have no further or additional obligation to the Contractor whatsoever; provided, however, that the Supervisor shall receive a credit (or payment, if larger than the amount due the Contractor) of \$50,000.

(d) Upon expiration or termination of this Contract, the Contractor shall provide the Supervisor immediate access to all data, files and records, excluding Contractor's proprietary information, confidential information and internal cost and expense related information, in whatever format they may be kept, and shall make arrangements to have all such data, files and records promptly transferred to the Supervisor or a successor contractor designated by the Supervisor. The Contractor shall grant to the Supervisor immediate control of all parking meter data and facilitate the Supervisor's (or successor contractor's) ability to assume control of all operations, provided, however, that the Contractor shall retain ownership of all proprietary software owned by it, except for the AutoTRAX software necessary to continue the collecting and auditing of parking meters.

(e) The Supervisor may, at his option, purchase or assume the lease, to the extent permitted by the lease agreement, any or all motor vehicles owned or leased by the Contractor and used in the performance of services under this Contract at the time of its expiration or termination for a purchase price equal to the undepreciated cost of such vehicle based on straight line depreciation over a period of five (5) years. If the Supervisor desires to purchase or lease any such vehicles, he shall notify the Contractor in writing within thirty (30) days after the Contract expiration or

termination date, specifying by make, model and other appropriate identification, the particular vehicle or vehicles to be purchased. The parties shall then promptly determine the price to be paid for each vehicle, and such price shall be payable in full not later than ten (10) days thereafter, against delivery of properly executed or endorsed bills of sale or certificates of title. The Supervisor may require the Contractor to provide copies of bills of sale, cancelled checks or other documents to substantiate the original purchase price paid for each vehicle.

1.8. Contract Amendments

(a) General. The parties may amend this Contract only by a mutual agreement in writing signed by both parties. No oral amendments are permitted. The Contractor shall be liable for all costs resulting from any specification change not properly ordered by written modification to the Contract and approved by the Supervisor.

(b) Amendments Regarding Services. The Supervisor may request a contract modification to add additional services or expand the scope of the Contract by issuing a written request to the Contractor. Within ten (10) business days after receiving the written request, the Contractor shall submit to the Supervisor an itemized cost proposal for the work to be performed. The Contractor shall represent that such cost reflects then-current market conditions, and the Supervisor may make such investigation as he deems appropriate to confirm such representation. If the Supervisor receives a bona fide, good faith offer from a third party to perform such work at a lower cost than proposed by the Contractor, the Supervisor shall be free to accept such third party's proposal without terminating this Contract (or may terminate this Contract with the effect set forth in Section 1.7) unless the Contractor agrees to match the third party's price. If the Supervisor accepts a third party offer, the Supervisor shall be responsible for all start-up, integration, and like fees. The Contractor's proposal may be accepted by the Supervisor or modified by negotiations between the Contractor and the Supervisor. If the parties reach agreement, they shall execute a formal written Contract amendment.

The Contractor may request a contract modification to add additional services or expand the scope of the Contract by issuing a written request to the Supervisor. This written request must define the scope of services to be provided, include a cost proposal for the work to be performed, and include any other relevant specifications related to the proposed services. The Contractor shall represent that such cost reflects then-current market conditions, and the Supervisor may make such investigation as he deems appropriate to confirm such representation. Within twenty (20) business days after receiving the written request, the Supervisor shall provide the Contractor with a notice to proceed or submit a written response to the Contractor including either proposed modifications to the request or the Supervisor's rationale for not providing notice to proceed. If the parties reach agreement, they shall execute an amendment to this Contract.

(c) Equipment. During the Contract term the Contractor shall have the first opportunity to provide all equipment related to the metered parking system per the specifications provide by the Supervisor. This right includes all single and multi-space meters. The Supervisor may request in writing, or the Contractor may at any time offer, a proposal for new or replacement equipment, and it is anticipated that, if the Contractor identifies any existing high occupancy parking meter sites where more efficient meters could benefit more users and increase revenues, the Contractor will suggest equipment replacement. Such replacement equipment might also provide system users with an alternative method of payment in addition to coin (e.g., debit card, credit card) and could also include

other technological improvements, such as sensors that reset the meter to zero when an occupied space is vacated.

When new or replacement equipment is requested by the Supervisor or proposed by the Contractor, the Contractor shall submit an itemized cost proposal for such equipment. The Contractor shall represent that such cost reflects then-current market conditions, and the Supervisor may make such investigation as he deems appropriate to confirm such representation. If the Supervisor receives a bona fide, good faith offer from a third party to provide comparable or better equipment (based on specifications, performance metrics, availability, delivery time and other relevant factors) at a lower cost than proposed by the Contractor, the Supervisor shall be free to accept such third party's proposal without terminating this Contract (or may terminate this Contract with the effect set forth in Section 1.7) unless the Contractor agrees to match the third party's price. The Contractor's proposal may be accepted by the Supervisor or modified by negotiations between the Contractor and the Supervisor. If the parties reach agreement, they shall execute a formal written Contract amendment.

(d) Changes in Circumstances. If changes in laws, regulations, parking demand or operating conditions result in a material adverse effect on parking revenues, enforcement activities or operating costs, either party may request a Contract amendment. The parties shall meet within twenty (20) business days after notice of such change is given to the other party to discuss equitable adjustments or other changes to adapt to the changed conditions, and shall execute a formal written Contract amendment reflecting any agreement they might reach. If the parties are unable to reach agreement through such negotiations, the disagreement shall be resolved in accordance with the dispute resolution provisions set forth herein.

1.9. Dispute Resolution

Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Supervisor. The Supervisor shall notify the Contractor of his decision, in writing, and the decision shall be final unless, within thirty (30) days from the receipt of such decision, the Contractor makes a written appeal to the Parking Commission. Such appeal shall be heard as soon as is reasonably practicable by the Parking Commission. The Contractor may present evidence and statements of applicable law in support of its appeal. Pending final decision of a dispute, the Contractor shall be bound by the Supervisor's decision.

This paragraph does not limit either party's right to pursue any remedy available at law or in equity. Every action pursuant to this Contract shall be taken in good faith, in accordance with reasonable commercial practice.

1.10. Contract Administration and Monitoring

(a) The Parking Commission shall oversee this Contract and the Supervisor or his designee shall serve as its primary representative. In addition, the Supervisor may designate a project manager, or one or more committees composed of employees of or advisors to the Supervisor, to monitor the Contractor's performance and to review the products and services and other activities hereunder, recommend improvements, deal with any problems that might arise and otherwise assist the parties in effecting compliance with this Contract and improving the operations of the Parking Division. The Supervisor shall monitor all aspects of the Contractor's performance.

(b) The Parking Division's Chief Fiscal Officer may at the Supervisor's expense conduct performance or compliance audits no more than one (1) time per contract year unless specific concerns are raised by the Supervisor or brought to the Supervisor's attention. The audits during the contract year will be limited to historical records dating back a maximum of two (2) years from the date of the audit request unless material errors or fraud are discovered. The Contractor shall cooperate fully in such audits. Within ten (10) business days of receipt of an audit notice from the Supervisor, the Contractor shall provide all documents and information requested by the Supervisor to facilitate the audit, excluding Contractor's proprietary information and confidential information.

Article II. Contractor Assurances and Obligations

2.1. Services

From and after the Effective Date, and unless and until otherwise notified in writing by the Supervisor, the Contractor shall continue to provide all of the Services which it was providing under the Previous Contract at the time such Previous Contract expired. The Contractor shall implement new or additional Services as requested by the Supervisor in accordance with the implementation requirements set forth in the Operating Manual.

2.2. Patents and Trademarks

The Contractor represents and warrants that it is the sole owner of, or fully authorized to use, all system components, products, services, processes and names to be used in the performance of this Contract and, will indemnify and hold harmless the Supervisor, the Parking Commission and the City, and their respective officers, employees, agents and representatives, from any loss, liability, cost or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising out of the Contractor's performance hereunder.

2.3. Product and Workmanship Standards

(a) The Contractor shall furnish all products and services hereunder consistent with generally accepted industry standards, including quality, technical accuracy, timeliness and effective coordination of all activities by the Contractor and its subcontractors, employees and agents. The Contractor shall perform all work under this Contract in conformance with the current specifications of the following standards and practices, as applicable:

- (i) Uniform Building and National Electrical Codes;
- (ii) Applicable Electronic Industries Association (EIA) Standards for electronic components, assemblies, interfaces and interconnections;
- (iii) National Electrical Manufacturers (NEMA) Standards Publication ICS - Industrial Controls and Systems;
- (iv) Applicable Instrument Society of America (ISA) standards for instruments, transmitters, and other instrumentation, equipment and documentation;
- (v) Occupational Safety and Health Act (OSHA);
- (vi) All applicable provisions of the Building Code, City of St. Louis; and
- (vii) All applicable laws of the United States, State of Missouri, and City of St. Louis.

(b) In the event of conflict among these standards, the most stringent performance standard or practice shall apply. If the Contractor secures compliance certifications for specific products or activities from an independent organization acceptable to the Supervisor (e.g., Underwriters' Laboratory) for specific products or activities before they are delivered or undertaken, such certifications shall be the applicable standard.

(c) The Contractor shall strictly comply with all applicable laws, ordinances, regulations and orders of any properly-constituted authority and shall procure all permits and licenses at its own expense.

(d) The Supervisor may reject any products or work which, in his sole and reasonable opinion, do not conform to the applicable specifications, whereupon the Contractor shall provide other products or work which do conform to the applicable specifications.

2.4. Performance Bond

The Contractor shall at its own cost deliver to the Supervisor and maintain in effect until its cancellation is approved by the Supervisor, a valid, annually renewable performance bond in the amount of at least One Million Dollars (\$1,000,000) from an A or better Best-rated company licensed to write bonds in Missouri and approved by the Supervisor. The bond shall be conditioned upon the Contractor fully and faithfully performing all applicable terms of this Contract.

The bond shall provide that it will not be cancelled or amended without first giving prior written notice thereof to the Supervisor pursuant to the notice provisions of this Contract. Any increase in the amount of the bond required to cover negotiated changes in Contract scope will be obtained by the Contractor at its own cost.

If the Contractor undertakes any additional work pursuant to this Contract, whether by amendment or otherwise, the Supervisor may require the Contractor to deliver a further performance bond, in form and substance, and on the identical terms and conditions, as stated in the above two paragraphs, except as such matters, including the minimum amount of such bond, may be modified by amendment to this Contract.

2.5. Insurance

(a) Employee Insurance. The Contractor shall at its own cost at all times maintain in effect with responsible insurance carriers Workers' Compensation and Employer Liability Insurance as required under applicable laws covering all of the Contractor's employees engaged in the work under this Contract. The Workers' Compensation insurance shall provide coverage of at least One Million Dollars (\$1,000,000) unless a higher limit is required by statute, in which case the statutory limit will be maintained, and the Employers Liability Insurance shall provide limits of at least \$500,000/\$500,000/\$500,000 for claims due to bodily injury or death by accident or disease.

The Contractor shall also at its own cost maintain fidelity bond coverage on all employees handling cash and other funds in an amount not less than One Million Dollars (\$1,000,000) aggregate coverage, and shall require its subcontractors to provide equivalent bond coverage and deliver to the Supervisor on request appropriate certificates evidencing such coverage.

(b) Commercial General Liability Insurance. The Contractor shall at its own cost at all times maintain in effect commercial general liability insurance for bodily injury, including death, property damage and contractual liability assumed under the provisions of this Contract. Such insurance shall include broad form property damage and independent contractor's liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence, subject to a Ten Million Dollars (\$10,000,000) umbrella policy limit for completed operations and personal injury, including bodily injury. The City, the Parking Commission and the Supervisor shall be named as additional insureds under this commercial general liability policy.

(c) Business Automotive Liability Insurance. The Contractor shall at its own cost at all times maintain in effect business automobile liability insurance written on a comprehensive form covering owned, non-owned and leased vehicles used by the Contractor in work under this Contract, with limits of at least Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and One Hundred Thousand Dollars (\$100,000) for each incident of property damage. This insurance shall protect the Contractor, the City, the Parking Commission and the Supervisor from all claims arising from the use of vehicles, equipment and facilities in connection with this Contract, including the Contractor's own property. To the extent that the Contractor uses, or its employees, subcontractors or agents drive, City or Supervisor-owned or -furnished vehicles, the Contractor will include the City and/or the Supervisor as an additional named insured on the policy.

(d) Other Insurance Issues. All policies of insurance shall be written by companies duly authorized to write insurance in Missouri which are approved by the Supervisor and rated at least A by Best's insurance rating service. The Contractor shall deliver to the Supervisor, and keep current at all times, a schedule of insurance carried under this Contract in the form of a standard Certificate of Insurance attested by the insurance carrier or agent, indicating the type, amount, policy number, and effective expiration dates of all policies. Each policy and each certificate shall contain a provision or endorsement stating that the policy will not be cancelled, refused renewal or materially changed without written notice to the Supervisor given at least thirty (30) days prior to any policy cancellation, non-renewal or other change.

2.6. Indemnification

(a) To the fullest extent permitted by law, the Contractor hereby releases and agrees to defend, indemnify and hold harmless the City, the Parking Commission and the Supervisor, and their respective agents, officials and employees, from all liability, losses, damages, claims, actions or proceedings, including worker's compensation claims, in any way resulting from, or arising out of, the Contractor's activities under this Contract, except to the extent such losses or damages are caused by the negligence or willful misconduct of the party seeking indemnity.

(b) To the fullest extent permitted by law, the Contractor hereby releases and agrees to indemnify and hold harmless the City, the Parking Commission and the Supervisor and their respective agents, officials and employees, from any and all liability, losses, damages, claims, actions or proceedings, including workers' compensation claims, in any way resulting from, or arising out of, the Contractor's negligent acts or omissions and intentional or willful misconduct in the performance of its activities in connection herewith including, but not limited to, any claim of employment discrimination under federal, state or local law, or its use or occupancy of any portion of the City's, Parking Commission's or Supervisor's facilities which was negligent or involved willful or intentional misconduct. If any indemnified party is threatened with or incurs any loss, damage or

expense for which such party may be entitled to be indemnified by the Contractor, such party shall as a condition of the indemnity:

(i) promptly notify the Contractor of the claim and deliver to the Contractor a copy of the claim and all documents received from the third party in support of its claim; provided, however, that failure to give such notice shall not relieve the Contractor of its obligations under this Section except to the extent that the Contractor was actually and materially prejudiced by such failure;

(ii) not make any admission as to liability or agree to any settlement or compromise of the claim without the Contractor's prior written consent;

(iii) give the Contractor express authority to conduct all negotiations and litigation, and to settle litigation, arising from such claim; and

(iv) provide the Contractor with such available information and reasonable assistance as may reasonably be required to assess, respond to and, if necessary, litigate or settle the claim.

If, after thirty (30) days from notice of a claim, the Contractor has not notified the Supervisor that the Contractor will undertake to settle, compromise or litigate such claim, the Supervisor may pay, litigate or settle such claim. Upon the Contractor's receipt of proof of any payment, indemnity shall immediately be due and payable in full. The parties shall cooperate with each other in resolving or attempting to resolve any claim.

(c) This section is applicable to all claims of every kind, including claims for equitable relief or for damages, losses, injuries, fines, penalties and expenses. Expenses shall include all costs incurred by the party seeking indemnity in connection with investigating any claim or defending any action, and reasonable attorney's fees and expenses. The Contractor expressly understands and agrees that any insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release, indemnify, keep and save harmless and defend the City, the Parking Commission and the Supervisor, and their respective agents, officials and employees, as herein provided. Neither the City, the Parking Commission nor the Supervisor shall be liable to the Contractor, nor shall the Contractor be liable to the City, the Parking Division or the Supervisor, for any consequential, indirect, special or punitive damages.

2.7. Annual Performance Report

(a) The Contractor shall submit an Annual Performance Report to the Parking Supervisor in a format determined by the Parking Supervisor. At a minimum, the Annual Performance Report shall include the following items:

(i) The most recent corporate annual reports for the Contractor and its subcontractors;

(ii) A copy of the most recent Service Organization Control (SOC) 1 Report and/or SOC 2 Report prepared in accordance with *Statement on Standards for Attestation Engagements (SSAE) No. 16* for the data centers used in connection with this Agreement, as of the

immediately preceding June 30th, or if such Statement is not applicable, a SAS 70 Report as of such date;

(iii) The disclosure of any material changes in the legal status, corporate structure and financial condition of the Contractor or its subcontractors;

(iv) The disclosure of any litigation, events or conditions that could adversely affect the ability of the Contractor or its subcontractors to meet the contract objectives;

(v) The disclosure of any material changes in the Contractor's software, technology platform, processes, management tools (e.g., Interactive Voice Response, Internet payment and imaging technology), techniques (e.g., state motor vehicle department interfacing) and other resources that might adversely affect the ability of the Contractor or its subcontractors to meet the Parking Supervisor's needs;

(vi) The disclosure of any changes in the Contractor's MBE/WBE participation levels as set forth in the MBE/WBE Utilization Plan;

(vii) The documentation of any scope of service changes or changes in any Operations Plan agreed to by the parties during the previous year;

(viii) A statistical summary of key performance targets and other performance indicators, including financial, customer service, and related operational indicators;

(ix) Recommended changes to the standard performance target definitions, Operations Plan and Standard Operating Procedures (SOP) for this contract; and

(x) Other recommendations for improving the Parking Supervisor's public parking program.

(b) The Contractor shall notify the Supervisor of any conditions that could adversely affect its ability to perform the services hereunder as soon as reasonably possible after such conditions occur.

Article III. Compensation and Other Fiscal Issues

3.1. Management Service Fees

The Supervisor will pay the Contractor for all services required by this Contract, including booting services, a monthly service fee of \$145,000 per month, in arrears. At the end of each calendar year, this fixed monthly fee will be increased or decreased by an amount equal to the change in the Consumer Price Index (CPI) during such year, except as modified below. For purposes of calculating the amount payable to the Contractor, the change in the CPI means the increase or decrease (if any) in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U) for the St. Louis area during the 12-month period beginning January 1 of the year before the year for which the fee is being calculated and ending the following December 31.

Notwithstanding the above, during the first three years of this Contract, there will be no CPI adjustment to the fee if (1) the City initiates a furlough program or the Board of Aldermen does not approve a cost of living increase due to budgetary constraints, and/or (2) the annual change in the CPI is not 1.75 percent or greater. The annual CPI adjustment shall not exceed three percent for any single year.

3.2. Other Service Fees

If the Supervisor requests or the Contractor proposes additional services or equipment from the Contractor that exceeds the requirements set forth in the Operating Manual or are otherwise not contemplated by the terms of this Contract, the Contractor shall give the Supervisor a detailed cost proposal for such additional services, equipment or other enhancements. The Contractor shall represent that such proposed costs reflect then-current market conditions. The Supervisor may make such investigation as he deems appropriate to confirm such representation. The Contractor shall not provide such items without the Supervisor's prior written approval by way of an executed amendment to this Contract.

3.3. Payment Process and Schedule

The Contractor shall submit monthly invoices for all Services hereunder. The Supervisor shall pay such invoice within thirty (30) calendar days of receipt and approval of the corresponding documentation. The Supervisor may set off any credits for failure to achieve performance targets against any amount due the Contractor provided the Supervisor provides documentation supporting the credit calculation and the calculation is agreed by Contractor. Any objection raised by the Contractor will be subject to the dispute resolution process as outlined in the Contract. In the event of a dispute the Supervisor will make full payment of amounts not in dispute in accordance with the payment terms outlined in the contract.

3.4. Annual Appropriation

All payments to the Contractor from the Supervisor under this Contract are subject to annual appropriation. If the Contractor fails to comply with any terms or conditions of this Contract, or fails in any manner to provide the products, materials or services agreed to herein, the Supervisor may withhold any payment until the Supervisor is satisfied that corrective action has been successfully completed.

3.5. Performance Credits

The Contractor hereby guarantees that certain aspects of its performance will meet the performance targets specified in Section 1.2(g) hereof or the minimum standards, if any, established for specific services as set out in the applicable section of the Operating Manual, as such standards may be amended from time to time by mutual agreement of the parties. Each of the services which are subject to this guarantee will be tested by the Contractor promptly following the end of each month and the results of such testing shall be certified by the Contractor and delivered to the Supervisor. Such results shall be subject to audit by or for the Supervisor in his discretion. If the Contractor fails to meet any of the Minimum Standards it shall pay or credit to the Supervisor the appropriate penalty. If for any reason this Contract is not in effect for a full calendar month, the penalties shall be pro rated on a daily basis for the period this Contract is in effect.

Article IV. Other Contract Provisions

4.1. Minority/Women Business Enterprise (MBE/WBE) Participation

It is the policy of the City to ensure the maximum utilization of Minority¹ Business Enterprises (MBEs)² and Women's Business Enterprises (WBEs)³ in contracting services to the City, its departments, agencies and authorized representatives and to all entities receiving City or City-administered government funds while at the same time maintaining the quality of services provided to the City and its sub-recipients through the competitive procurement process. The provisions of this policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

The City has established a goal of 25 percent MBE and 5 percent WBE utilization in connection with the Services to be provided under this Contract. This goal is based on the negotiated contract amount for the Services and shall remain in effect throughout the term of the Contract, unless otherwise agreed to by the parties. MBE/WBE participation towards the attainment of this goal will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors, as set forth in the Contractor's MBE/WBE Utilization Plan. The MBE/WBE Utilization Plan must be submitted to the City, and the firms fully certified, prior to the execution of this Contract in order to fulfill the participation goals. These goals also apply to any contractor that has been certified as an MBE or WBE.

The Contractor shall conform to the MBE/WBE participation set forth in the MBE/WBE Utilization Plan. When a listed MBE/WBE is unwilling or unable to perform the work or supply the services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City and obtain the City's written approval prior to replacing the firm. MBE/WBE substitutions will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract. The Contractor understands, warrants and agrees that it shall not terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the termination to the City for review.

If the MBE/WBE participation is less than the stated goal at the time of contract execution, the Contractor shall continue good faith efforts throughout the term of the contract to maximize MBE/WBE participation. The Contractor shall document, and submit justification using the *Contractor's Good Faith Efforts Report* form and provide a statement as to why the goal could not be met. The Contractor agrees to take all reasonable steps to ensure that MBEs and WBEs have maximum opportunity to participate in contracts and subcontracts made possible and financed by the City under this Contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of any contracts financed by the City.

¹ Minority is defined as Asian American, Black American, Hispanic American or Native American.

² A Minority Business Enterprise (MBE) is defined as a small business concern per the Small Business Act (15 USC as amended) that is at least 51 percent owned by a minority (or a corporation that has at least 51 percent of its stock owned by individuals who are minorities), whose management and daily business operations are controlled by one or more individuals who are minorities, and is located in the Metropolitan St Louis Area.

³ A Women Business Enterprise (WBE) is defined as a small business concern per the Small Business Act (15 USC as amended) that is at least 51 percent owned by a woman (or a corporation that has at least 51 percent of its stock owned by women), whose management and daily business operations are controlled by one or more individuals who are women, and is located in the Metropolitan St Louis Area.

The Contractor shall keep such records as are necessary for the City to determine its compliance with the MBE/WBE contract obligations (e.g., copies of subcontracts, paid invoices, documentation of correspondence). The City reserves the right to investigate, monitor and review actions, payments, statements and documents submitted by any contractor, subcontractor or MBE/WBE. The Contractor shall submit quarterly reports on MBE/WBE involvement to the City. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved. These provisions are applicable to all contractors, including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

The Contractor will confirm compliance with these provisions by executing and delivering a Confirmation in the form attached as Exhibit A.

4.2. Nondiscrimination and Other Laws

In all hiring or employment made possible by or resulting from this Contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap or national origin, and where applicable, affirmative action will be taken to ensure that the vendor's employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, age, handicap or national origin. All solicitations for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, handicap or national origin.

The Contractor will take affirmative action not to discriminate against any employee or applicant or otherwise illegally deny any person participation in or the benefits of the program that is the subject of this Contract because of race, color, religion, sex, sexual orientation, age, handicap or national origin. To the extent applicable, the Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. The Contractor's violation of this provision, after notice, shall be a material breach of this Contract and may result, at the City's option, in the termination of this Contract in whole or in part.

The parties, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, religion, sex, sexual orientation, age, handicap or national origin with reference to the subject matter of that contract, no matter how remote. This provision being incorporated into the contract above referred to for the benefit of the City and its residents may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided; this provision shall be construed in such manner as to prevent and eradicate all discrimination based on race, color, religion, sex, sexual orientation, age, handicap or national origin. This Contract shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the above-mentioned contract.

The Contractor will comply with all applicable federal, state and local laws, regulations and standards, including public health and safety, zoning, land use controls, public and private nuisances and environmental matters, which are now or hereafter promulgated, insofar as they relate to the Contractor's performance of this Contract, and take all proper or reasonably required safety,

preventive and remedial measures in accordance with directives from the relevant federal, state and local enforcement agencies having jurisdiction. The Contractor shall apply for, pay for, and obtain all permits or licenses required.

4.3. Work Products and Dissemination of Information

All work products that result from the Contractor's services under this Contract shall be delivered to the Supervisor and become the sole and exclusive property of the Supervisor, after final payment is made to the Contractor. The Contractor shall not release, transmit or disseminate any information associated with the work performed under this Contract without the prior written consent of the Supervisor. For purposes of this provision, "work product" means any report, recommendation, paper, presentation, drawing, demonstration or other materials, regardless of form, pertaining to work performed under this Contract except as provided in Section 4.4, nothing contained herein shall require or be construed to require the Contractor to transfer its technology or intellectual property to the Supervisor.

The Contractor shall maintain all business records in such a manner as will readily conform to the terms of this Contract and shall make such records available, at the Contractor's office, at all reasonable times during the contract term and for two (2) years after final payment, for inspection or audit by the Missouri State Auditor, the City or any duly authorized representative of the City. Business records shall mean any books, documents, papers, account records or other materials, regardless of form, belonging to the Contractor and pertaining to work performed under this Contract.

4.4. Proprietary and Confidentiality Issues

(a) Neither party shall disclose any details about this Contract to any other party, except as may be otherwise permitted herein or required by law, without the prior written consent of the other party. The parties shall take all necessary measures to protect the security and confidentiality of all information regarding this Contract which is not a matter of public record under Missouri law. No party shall release proprietary or confidential information without the prior written approval of the other parties. The Contractor shall use no materials or other information of any kind obtained from the Supervisor other than in the performance of this Contract, except that the Contractor may publicize its role for marketing purposes. The provisions of this paragraph shall survive the termination of this Contract.

(b) The Supervisor shall maintain each item of software to which the Contractor retains title and proprietary rights free and clear of all claims, liens and encumbrances except the license granted to the Supervisor hereunder. The Contractor shall retain title to all modifications or enhancements to software which are made with the assistance of Contractor, and the use by the Supervisor shall be under the same terms as herein stated. The modified software and the source code so modified shall nonetheless remain subject to all terms of this Contract with respect to such software. No modification shall create in the City, the Parking Commission or the Supervisor any right of ownership, as modified or not, in the software.

(c) Source Code Escrow. Within 30 days after execution of this Contract, Contractor will enter into a Source Code Escrow Agreement (in substantially the form attached hereto as Exhibit B), with a trustee mutually acceptable to the Supervisor and the Contractor, with the Supervisor as beneficiary, which provides that the Contractor shall promptly deposit into trust the Escrow Materials

described below. The Source Code Escrow Agreement shall provide that the Supervisor may access the Escrow Materials from the Escrow Agent upon, among other things, (i) the discontinuance of the software or support of the software by the Contractor, (ii) bankruptcy of the Contractor, or (iii) termination by the Supervisor of this Agreement. The Source Code Escrow Agreement also sets out the obligations of the Contractor and the agent to periodically update and maintain the currency of the Escrow Materials held in escrow. The Contractor shall pay the reasonable costs of the Escrow Agent. Upon gaining access to the Escrow Materials pursuant to the Escrow Agreement, the Supervisor is entitled to alter, adjust, translate or create derivative works from the software as needed for the Supervisor's own use in support of the operation of the meters, and the Supervisor shall be the owner of such derivative works.

"Escrow Materials" means all software required for the performance of the meter collection and other services hereunder and, with respect to such software, the source code and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skills and expertise in computer software and information technology to build, load and operate the machine-executable object code of such application, to maintain and support such application and to effectively use all functions and features of the software.

4.5. Miscellaneous Terms

(a) Successors and Assigns. Except as otherwise provided in this Contract, the Contractor shall not assign this Contract or any rights hereunder (and any such attempted assignment without the prior written consent of the Supervisor shall be null and void and of no force and effect and shall be a Default) or delegate any obligations hereunder without the prior written consent of the Supervisor. A change in ownership of the Contractor shall not be considered an assignment for purposes of this paragraph, but the Contractor shall promptly notify the Supervisor of any such change in ownership. For purposes hereof a change in ownership means any transaction, regardless of form, by which all or substantially all of the voting securities of the Contractor, or all or substantially all of the Contractor's operating assets, are acquired directly or indirectly by a party (or group of parties, acting together) who or which is not the direct or indirect owner thereof as of the date of this Contract. For purposes of this provision, the word "party" means any individual, corporation, trust or other entity of any kind whatsoever, regardless of legal form. With the Supervisor's prior written approval, the Contractor is authorized to enter into subcontracts with other firms to perform services, in which case the Contractor shall be entirely responsible for the satisfaction of all obligations created by such subcontract and the Supervisor shall have no obligation of any kind whatsoever to the subcontractor. The execution of a contract between the Contractor and a subcontractor shall not be deemed to establish any privity between the Supervisor and such subcontractor.

(b) Governing Law; Jurisdiction. This Contract shall be construed and enforced under and in accordance with the laws of the State of Missouri, without giving effect to conflicts of laws principles. The Contractor irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the City in any suit, action or proceeding arising out of or related to this Contract, and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum.

(c) Expenses. Each of the parties shall pay its own expenses in connection with this Contract and the transactions contemplated hereby, including, without limitation, any legal and accounting fees.

(d) Severability. If any provision of this Contract, or the application thereof, is held to be invalid or unenforceable (i) the parties will attempt to substitute a valid and enforceable provision in order to carry out the intent and purpose of the invalid or unenforceable provision; and (ii) the remainder of this Contract shall not be affected by such invalidity or unenforceability.

(e) Independent Contractor. The Contractor is an independent contractor and not an employee or agent of the City, the Parking Commission or the Supervisor. Neither the City, the Parking Commission nor the Supervisor shall be liable to the Contractor or any of its employees or subcontractors for any benefits or coverage under the Workers' Compensation Law of the State of Missouri, and no one employed by the Contractor shall be considered an employee of the City, the Parking Commission or the Supervisor for the purpose of Workers' Compensation, unemployment compensation or any other employment benefits provided by the City, the Parking Commission or the Supervisor to any employees, including, but not limited to, vacation time, sick or other paid leave, health insurance or retirement benefits.

(f) Personal Ethics and Liability; No Third Party Beneficiary. No employee of the City, the Parking Commission or the Supervisor shall have any personal or financial interest, direct or indirect, in this Contract. The Contractor shall decline any offer of work if its services to the Supervisor are likely to be adversely affected by the acceptance of such work. No director, elected official, officer, agent or employee of either party shall be held personally liable on any action arising from the execution of this Contract. This Contract does not confer on or grant to any third party any rights whatsoever.

(g) Approval and Recording. This Contract shall not be effective or binding on the Supervisor until it has been fully executed by all of the persons whose names appear on the signature page. Upon its full execution and delivery, this Contract, or a memorandum hereof, will be recorded in the Public Registry of the City.

(h) Force Majeure. Neither party shall be in default or otherwise in breach of this Contract as a result of delays in performance or failure or inability to perform for reasons beyond their respective control, including, but not limited to, war, embargo, insurrection, natural disaster, riot, act of God or the public enemy, act of terrorism, strike, labor disturbance, or compliance with federal, state, or local law or regulation, but if any such delay continues for ninety (90) days, then either party shall have the option to terminate this Contract. Upon the occurrence of any such force majeure event, the affected party shall give written notice to the other party as soon as practicable, specifying the nature and anticipated duration of the force majeure event and its recovery plan for restoring services or otherwise resuming performance, provided, that if the parties are unable to agree on a recovery plan within thirty (30) days of the force majeure event, either party may terminate this Contract without cause with the effect stated in Section 1.7(b) or (c), as applicable.

(i) Notices. All notices, requests, demands and other communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, (ii) on the day of transmission if sent via facsimile transmission or email to the facsimile number or email address, as applicable, given

below, and telephonic or electronic confirmation of receipt is obtained promptly after completion of transmission, (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the U.S. Postal Service or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

For the Supervisor	For the Contractor
City of St. Louis Treasurer's Office Room 220, City Hall St. Louis, Missouri 63103 Attn: Treasurer With a copy to the above address, Attn: Fiscal Section	Professional Account Management, LLC 633 West Wisconsin Avenue, Suite 1600 Milwaukee, Wisconsin 53203 Attn: President/CEO

Either party may change its address for notices by giving the other party written notice of its new address in the manner set forth above.

(j) Interpretation. In the case of a conflict between the various terms and conditions herein, the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

(k) Amendments; Waivers. This Contract may be amended or modified, and any provision hereof, or a breach of any provision, may be waived, only by a written instrument executed by the parties, or in the case of a waiver, by the party waiving compliance. Either party's failure to insist on strict performance of any provision hereof, or to exercise any right based on a breach hereof or a Default, or the acceptance of any performance during such breach or Default, shall not constitute a waiver of any rights such party may have. No waiver in any one instance shall be deemed to be a continuing waiver, and no waiver of any one default shall constitute a waiver of any subsequent or other default.

(l) Public Announcements. No party hereto shall issue any press release or public announcement concerning this Contract without the prior written approval of the other party unless a press release or public announcement is required by law, in which case the disclosing party agrees to give the nondisclosing party or parties prior notice and an opportunity to comment on the proposed disclosure.

(m) Entire Agreement. This Contract contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The Operating Manual is an integral part of this Contract. In case of a conflict or inconsistency between the text of this Contract and the Operating Manual, the text of this Contract shall take precedence over the Operating Manual.

(n) Section and Paragraph Headings. The section and paragraph headings in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

(o) Execution in Counterparts; Electronic Storage. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument. The parties agree that transactions under this Contract may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

(p) Existing Procedures. This Contract is an extension with modifications of the Previous Contract. In the course of performance under such Previous Agreement, the parties developed operating procedures and techniques for the various services performed by the Contractor and functional requirements for the Contractor's equipment and systems, and modified these from time to time as circumstances required. All of such procedures, techniques and functional requirements in effect immediately before the effective time of this Contract are incorporated herein by this reference except to the extent changed by this Contract or the Operating Manual and shall remain in full force and effect unless and until subsequently modified by mutual agreement of the parties or as otherwise expressly provided herein. For the avoidance of doubt, the parties agree that the terms and conditions of the Previous Contract will have no effect and will not be binding upon execution of this Contract.

(q) Conflict of Interest. The Contractor will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract. The Contractor shall decline any offer or work if its services to the Supervisor are likely to be adversely affected by the acceptance of said work. No paid employee of the Supervisor shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract. The Contractor agrees that should any conflict or potential conflict of interest becomes known, it will promptly notify the Supervisor of the situation so that a determination can be made about the Contractor's ability to continue performing services under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above written.

[Signatures on following page]

SUPERVISOR OF PARKING METERS

Larry C. Williams

**PROFESSIONAL ACCOUNT
MANAGEMENT, LLC**

By:_____

**PARKING COMMISSION OF THE
CITY OF ST. LOUIS, MISSOURI**

By:_____
Larry C. Williams, Supervisor of
Parking Meters

09149075-8

Exhibit A

CONFIRMATION OF COMPLIANCE WITH
MBE/WBE PARTICIPATION

The undersigned, Professional Account Management, LLC, in connection with the execution and delivery of the Contract Between The Treasurer of the City of St. Louis, Missouri in His Capacity As Supervisor of Parking Meters and the undersigned, to Provide Meter and Other On-Street Management Services, dated January 1, 2012 (the "2012 Contract") hereby certifies:

1. It is fully aware of, and supports, the policy of the City of St. Louis, Missouri to ensure the maximum utilization of Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"), as those terms are defined in Section 4.1 of such Contract.

2. The Contract is an extension of the Previous Contract dated October, 2004, as amended by Task Order No. 1 and a First Amendment, each dated as of March 26, 2009. The Previous Contract also stated in City's policy regarding utilization of MBEs and WBEs, and stated utilization goals and record keeping and other requirements applicable to the undersigned.

3. The undersigned hereby confirms that it is now in full compliance with its obligations under such Previous Contract and expects to remain in compliance throughout the Term of the 2012 Contract.

IN WITNESS WHEREOF, the undersigned has executed this Confirmation on _____, 2011.

PROFESSIONAL ACCOUNT
MANAGEMENT, LLC

By: _____
Title: _____

SOURCE CODE ESCROW AGREEMENT

SOURCE CODE ESCROW AGREEMENT, dated as of January 1, 2012 (this “Agreement”), by and among Professional Account Management, LLC (“Contractor”), the Treasurer of the City of St. Louis, Missouri, in his capacity as Supervisor of Parking Meters (“Supervisor”), and UMB Bank, N.A., as Escrow Agent (the “Escrow Agent”).

R E C I T A L S

Contractor and Supervisor are parties to a Contract to Provide Meter and Other On-Street Parking, dated as of January 1, 2012 (the “Meter Management Agreement”), and

Section 4.4 of the Meter Management Agreement provides that the Contractor will deposit with an Escrow Agent the source code for all software required for the performance of its services under the Meter Management Agreement to protect the Supervisor in the event the Contractor discontinues or is unable to provide the specified management services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Appointment of Escrow Agent; Escrow Deposit. Contractor and Supervisor hereby appoint the Escrow Agent as the escrow agent under this Agreement, and the Escrow Agent accepts such appointment according to the terms and conditions set forth herein. On the date hereof, Contractor has deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt of [detailed description to be provided] (the “Escrow Deposit”). The Escrow Agent shall hold and distribute the Escrow Deposit in accordance with the terms and conditions of this Agreement.

2. Supervisor’s Claim. The procedure for delivery of the Escrow Deposit is as follows:

(a) Upon (i) the discontinuance by the Contractor of the software or the support of the software which is the subject of the escrow, or (ii) the bankruptcy of the Contractor, or (iii) termination by the Supervisor of the Meter Management Agreement, the Supervisor may give written notice of Supervisor’s claim to the Escrow Agent and to Contractor, certifying in such notice the nature of the event and requesting that the Escrow Agent release the Escrow Deposit.

(b) If, within thirty (30) days after receipt by the Escrow Agent of the written notice from Supervisor in accordance with Section 4(a), the Escrow Agent has not actually received written objection to such notice from Contractor, the event stated in such notice to have occurred shall be conclusively deemed to be acknowledged by Contractor and the Escrow Agent shall promptly thereafter deliver the Escrow Deposit to Supervisor and the escrow shall terminate. The Supervisor shall not obtain title to the property constituting the Escrow Deposit upon its release from escrow, but shall have rights of access and use and may alter, adjust, translate or create derivative works as needed for his own use in support of the parking system of the City of St. Louis, Missouri, and the Supervisor shall be the owner of such derivative works.

(c) The parties to this Agreement hereby acknowledge and agree that all instructions, directions or other communications given by Supervisor shall be made pursuant to a writing signed

by the Supervisor or his duly authorized agent, and that all instructions, directions or other communications given by Contractor shall be made pursuant to a writing signed by a duly authorized officer of Contractor. The parties further acknowledge and agree that the Escrow Agent may rely upon such instructions, directions or other communications made by Supervisor's agent as if made by Supervisor, and that the Escrow Agent may rely upon such instructions, directions or other communications made by an officer of Contractor as if made by Contractor.

3. Conditions to Escrow. The Escrow Agent agrees to hold the Escrow Deposit and to perform in accordance with the terms and provisions of this Agreement. Contractor and Supervisor agree that the Escrow Agent does not assume any responsibility for the failure of the Contractor or Supervisor to perform in accordance with the Meter Management Agreement or this Agreement. The acceptance by the Escrow Agent of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) Duties. The Escrow Agent shall have no obligation or liability hereunder except as a depository. The duties as the Escrow Agent are only those specifically provided herein and are ministerial in nature and not discretionary. Except as aforesaid, the Escrow Agent shall not be liable for any reasonable mistake of fact or reasonable error in judgment, or for any acts or provisions of any kind reasonably taken in good faith and believed by it to be authorized or within the rights or powers conferred by this Escrow Agreement.

(b) Limitation of Responsibility. The Escrow Agent shall not be liable for default by any party hereto because of such party's failure to perform, and shall have no responsibility to seek performance by any party; nor shall it be liable for the lapse or barring of any rights under any statutes of limitation.

(c) Limitation of Liability. The Escrow Agent may conclusively rely, and shall be protected in acting or refraining from acting upon, any written notice, certification, request, waiver, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions but also as to the truth and accuracy of any information therein contained which the Escrow Agent reasonably believes to be genuine and to have been signed and presented by the proper party or parties. Should it be necessary for the Escrow Agent to act upon any instructions, directions, documents or instruments issued or signed by or on behalf of any corporation, fiduciary, or individual acting on behalf of another party hereto, it shall not be necessary for the Escrow Agent to inquire into such corporation's, fiduciary's or individual's authority, capacity, existence or identity. The Escrow Agent is also relieved from the necessity of satisfying itself as to the authority of the persons executing this Agreement in a representative capacity. It is understood that any references herein to joint instructions or joint written instructions or words of similar import include any instructions signed in counterpart.

(d) Resolution of Disputes. In the event of any dispute hereunder, the Escrow Agent may consult with counsel of its own choice and shall be entitled to reimbursement from the parties (in equal shares) for its expenses, including reasonably incurred out-of-pocket expenses and reasonable attorneys' and agents' fees.

(e) Resignation. The Escrow Agent may resign at any time by giving 30 days' prior written notice to all parties hereto, but will continue to serve until a successor is appointed, and will redeposit a pro rata portion of fees prepaid hereunder (which redeposit shall, at Contractor's election,

be paid directly to a successor escrow agent in full or partial satisfaction of such successor's fees). In the event of the resignation of the Escrow Agent or in the event the Escrow Agent for any reason is unable to serve or fails to continue to serve as agent hereunder, Contractor may in writing delivered to Supervisor and the preceding Escrow Agent appoint a successor escrow agent, which is acceptable to Supervisor, as long as such acceptance by Supervisor is not unreasonably withheld. Any successor escrow agent shall execute and deliver an instrument accepting the appointment as escrow agent hereunder and thereupon will have the same rights and duties as the original Escrow Agent and be governed by the terms and conditions set forth in this Escrow Agreement. Contractor shall be responsible for paying all fees required by such successor escrow agent.

4. Banking Days. If any date on which the Escrow Agent is required to make a delivery pursuant to the provisions hereof is not a banking day, then the Escrow Agent shall make such delivery on the next succeeding banking day.

5. Fees. For its services hereunder, the Escrow Agent shall be paid an annual fee of \$600 in advance. The Escrow Agent's fee shall be payable by Contractor upon execution of this Escrow Agreement. The Escrow Agent shall be reimbursed by the Contractor for all out-of-pocket expenses, including reasonable attorneys' and agents' fees.

6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the U.S. Postal Service or (iii) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Supervisor:	City of St. Louis Treasurer's Office Room 220, City Hall St. Louis, MO 63103 Attn: Treasurer And with a copy Attn: Fiscal Section
With a copy to:	The Stolar Partnership LLP 911 Washington Avenue St. Louis, MO 63101 Attn: Thomas E. Lowther Phone: (314) 231-2800 Facsimile: (314) 436-8400
If to Escrow Agent:	UMB Bank, N.A. 2 South Broadway, Suite 435 St. Louis, Missouri 63102 Attn: Corporate Trust Department

If to Contractor: Professional Account Management, LLC
633 West Wisconsin Avenue, Suite 1600
Milwaukee, WI 53203
Attn: President/CEO

7. Entire Agreement. This Agreement, together with the Meter Management Agreement and related exhibits and schedules, contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby. This Agreement may be amended, modified, supplemented or altered only by a writing duly executed by the Escrow Agent, Supervisor and Contractor, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby.

8. Successors and Assigns. No party to this Agreement may assign this Agreement or any rights hereunder (and any such attempted assignment without such prior written consent shall be void and of no force and effect) or delegate any obligations hereunder without the prior written consent of the other parties hereto; provided, however, that Contractor may assign any or all rights and/or delegate any or all obligations hereunder to any affiliate of Contractor without the prior written consent of Supervisor or the Escrow Agent. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

9. Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Contractor and Supervisor and their respective affiliates, successors and permitted assigns (as applicable). Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third persons to Contractor or Supervisor. No provision of this Agreement shall give any third persons any right of subrogation or action over or against Contractor or Supervisor.

10. No Waiver. No failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any right of further exercise or the exercise of any other right, power or privilege.

11. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

12. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without giving effect to the choice-of-law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a federal or state court of competent jurisdiction in the City of St. Louis in the state of Missouri, and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the address to which notices to such party shall be sent pursuant to this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. This Agreement may be signed and transmitted by facsimile machine or electronic mail (in pdf or similar format), and any signature so transmitted shall be deemed to be an original signature.

14. Termination of Escrow. Upon expiration of the Meter Management Agreement and the transition of the meter management services without interruption, the Supervisor shall so notify the Escrow Agent, and the Escrow Agent shall redeliver the Escrow Deposit to the Contractor and the escrow shall terminate. In addition, the Supervisor and the Contractor may terminate the escrow by mutual agreement at any time by joint written instructions to the Escrow Agent and, upon receipt of such instructions, the Escrow Agent shall redeliver the Escrow Deposit to the Contractor and the escrow shall terminate.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the date first written above.

PROFESSIONAL ACCOUNT MANAGEMENT,
LLC

By: _____
Name: _____
Title: _____

Larry C. Williams
Treasurer of the City of St. Louis, Missouri,
in his capacity as Supervisor of Parking Meters

UMB Bank, N.A.

By: _____
Name: _____
Title: _____